

WWR#020196307

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO (CLEVELAND)

IN RE:

GERALD W JONES

DEBTOR

CASE NO. 20-10767

CHAPTER 13

JUDGE JESSICA E. PRICE SMITH

COMMSTAR COMMUNITY CREDIT UNION'S
OBJECTION TO CONFIRMATION OF PLAN AS TO
5362 MIDDLEBURY COURT, SHEFFIELD VILLAGE, OH 44054

Now comes Creditor, CommStar Community Credit Union (hereinafter referred to as "Objecting Creditor"), claimant and party in interest in the above Chapter 13 proceeding, and pursuant to Bankruptcy Rule 3015, hereby OBJECTS to the Debtor's proposed Chapter 13 Plan (hereinafter referred to as "Plan"). For the factual, legal and statutory basis set forth in the attached Memorandum, confirmation of the Debtor's Plan should be DENIED.

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ Milos Gvozdenovic
Milos Gvozdenovic (0077969)
Weltman, Weinberg & Reis
Attorney for Movant
965 Keynote Circle
Brooklyn Heights, OH 44131
216-739-5647
mgvozdenovic@weltman.com

MEMORANDUM

1. On September 27, 2004, Gerald W Jones, (hereinafter referred to as “Debtor”), executed one Note and Mortgage using the property at 5362 MIDDLEBURY COURT, SHEFFIELD VILLAGE, OH 44054 as collateral for the loan. Copies of substantiating loan documentation are attached hereto and made a part hereof.

2. On February 11, 2020, Debtor filed a Chapter 13 petition and plan with this Court.

3. The total amount of CommStar Community Credit Union’s claim is \$23,980.93.

4. Debtor’s plan fails to provide for CommStar Community Credit Union’s loan which has fully matured.

8. The proposed plan should not be confirmed because it fails to properly address CommStar Community Credit Union’s claim.

WHEREFORE, confirmation should be denied under 11 U.S.C. § 1325 (a)(5)(B)(ii).

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ Milos Gvozdenovic
Milos Gvozdenovic (0077969)
Weltman, Weinberg & Reis
Attorney for Movant
965 Keynote Circle
Brooklyn Heights, OH 44131
216-739-5647
mgvozdenovic@weltman.com

CERTIFICATE OF SERVICE

I hereby certify that on 26 day of February, 2020 a true and correct copy of the foregoing
Objection to Confirmation Plan was served:

Via the Court's electronic case filing system on the following who are listed on the Court's
Electronic Mail Notice List:

William J. Balena, Attorney for Debtor at docket@ohbksource.com

Lauren A. Helbling, Trustee at ch13trustee@ch13cleve.com

Office of the U. S. Trustee

and on the following by **ordinary U.S. Mail** addressed to:

GERALD W JONES
5362 Middlebury Ct
Sheffield Village, OH 44054

/s/ Milos Gvozdenovic
Milos Gvozdenovic (0077969)
Weltman, Weinberg & Reis
Attorney for Movant
965 Keynote Circle
Brooklyn Heights, OH 44131
216-739-5647
mgvozdenovic@weltman.com

CRED

Commstar Credit Union

NOTE • DISCLOSURE • SECURITY AGREEMENT

In this Agreement the words "You" and "Your" mean any person signing below. If more than one person signs below, each person will be jointly and severally liable for repayment of the loan in full. This means that each person signing is responsible for repaying the loan in full. The terms on the reverse are a part of the entire Agreement. Items preceded by a box " ☐ " are applicable only if checked.

COMMSTAR CREDIT UNION
832 CLEVELAND STREET
ELYRIA, OH 44035

BORROWER NAME AND ADDRESS

GERALD W JONES
5362 MIDDLEBURY CT
SHEFFIELD VILLAGE OH 44054-2988

☐ M☐ F

AGE ☐ ☐ ☐

EFFECTIVE DATE

9/27/04

ACCOUNT NUMBER

9-53

CO-BORROWER NAME AND ADDRESS

RACHELLE L JONES
5362 MIDDLEBURY CT
SHEFFIELD VILLAGE OH 4405-2988

☐ M☐ F

AGE ☐ ☐ ☐

MATURITY DATE

10/03/19

NOTE NUMBER

CREDIT INSURANCE

Group Credit Insurance is voluntary and is not required to obtain credit. You cannot be denied credit simply because you choose not to buy credit insurance. You request the coverages elected below and agree to pay the required premium. Insurance will not be provided unless you sign below. Credit Disability is available on the primary borrower only.

COVERAGE	TERM OF INSURANCE	INITIAL AMOUNT OF INSURANCE	ESTIMATED COST OF INSURANCE	MAXIMUM AMOUNT OF INSURANCE	MAXIMUM TERM OF INSURANCE
SINGLE DECREASING TERM LIFE	390 mos.	54,174.00		\$30,000.00	120 mos.
JOINT DECREASING TERM LIFE	390 mos.	54,174.00		\$30,000.00	120 mos.
TOTAL DISABILITY	390 mos.	TOTAL PER MO.		\$30,000.00 TOTAL MONTHLY \$750.00	120 mos.
DISABILITY WAITING PERIOD	14 DAYS	DISABILITY BENEFITS BEGIN 1st DAY	HEALTH STATEMENT REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SECOND BENEFICIARY	FIRST LOAN PAYMENT DATE BEGINNING 11/04/04
MAXIMUM AGE AT ISSUE - TOTAL DISABILITY	65	MAXIMUM AGE AT END OF TERM - TOTAL DISABILITY	70	MAXIMUM AGE AT ISSUE - LIFE	65
				MAXIMUM AGE AT END OF TERM - LIFE	70

By signing below you elect the types of coverage(s) indicated above and agree to pay the estimated cost of insurance disclosed.

Borrower: _____ Date: _____ Co-Borrower: _____ Date: _____

CLC-CUOB(34)

(Unit Life Coverage only)

ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	TOTAL OF PAYMENTS THE AMOUNT YOU WILL HAVE PAID WHEN YOU HAVE MADE ALL PAYMENTS AS SCHEDULED
6.990%	\$ 33,622.80	\$ 54,174.00	\$ 87,796.80

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS:	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE:
390	\$25.12	BEGINNING 11/04/04

THE ANNUAL PERCENTAGE RATE IS:

☒ A FIXED RATE. THIS IS THE YEARLY INTEREST RATE YOU WILL PAY FOR THE LIFE OF YOUR LOAN.

☐ A VARIABLE RATE. The Annual Percentage Rate may change (increase or decrease) during the term of this loan based on changes in an interest rate index which will be called the "index".

The index is _____

The rate will not be changed by more than _____ percentage points on any change date. The change date is _____

The interest rate will not increase above _____ % or decrease below _____ %. Any increase will take the form of: _____

EXAMPLE:

PROPERTY INSURANCE: You may purchase property insurance from anyone you want that is acceptable to the Credit Union.

PREPAYMENT: If you pay off early you will not have to pay a penalty. The Annual Percentage Rate does not take into account your required deposit. If any.

LATE CHARGE: 1% OF MONTHLY PAYMENT AMOUNT. MAXIMUM \$25.00

FEES:

SECURITY: You are giving a security interest in all present and future monies in the Credit Union in which you have an interest and in the following:

☒ The goods or property being purchased ☐ Collateral securing other loans with the Credit Union may also secure this loan.

☐ Deposit Account No. _____ for _____

☐ Other (describe): _____

Additional Information: See your contract documents for any additional information about non-payment, default and any required repayment in full before the scheduled date, prepayment and refund and interest.

PROMISE TO PAY

To repay this loan, you promise to pay the Credit Union \$: 54,174.00 (the principal amount of this loan) plus simple interest at the initial rate of 6.990% until this loan is repaid in full. If your loan has a variable interest rate, the interest rate is tied to the movement of the index shown in the disclosure above.

GRANT OF SECURITY INTEREST: In addition to your pledge of stocks and monies in the Credit Union, you pledge as security for this loan the collateral described below:

5362 MIDDLEBURY CT
SHEFFIELD LAKE, OHIO 44054

ITEMIZATION: The Credit Union or an affiliate of the Credit Union may retain a portion of the amount paid to others denoted by asterisk.

Itemization of the amount financed of	Amount paid to others on your behalf
Amount given to you directly	SEE HUD
Amount paid on your account	
Prepaid Finance Charge	
0.00	

NOTICE TO CONSUMER: 1) DO NOT SIGN THIS AGREEMENT BEFORE READING IT 2) YOU ARE ENTITLED TO A COPY OF THE By signing below, you agree to make and be bound by this Note and Security Agreement including the terms and conditions on the reverse side. You acknowledge you that the credit union is named as first lienholder on any certificate of title, if applicable. If you are signing as "other owner of collateral" below, you are bound by the terms of only. You acknowledge that you have read this entire agreement and have received a copy.

Insurance products elected as part of this loan obligation are not insured by an agency of the federal government and the insurance is not guaranteed by the Credit Union. The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

SIGNATURES

First Borrower: _____ (sign) 9/27/04 DATE: 9/27/04

Second Borrower: _____ (sign) 9/27/04 DATE: 9/27/04

Witness: _____ (sign) 9/27/04 DATE: 9/27/04

Witness: _____ (sign) 9/27/04 DATE: 9/27/04

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property. Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 9. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- 10. **AUTHORITY TO REFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on Mortgagor's default when Lender takes actual possession of the Property, when a receiver is appointed, when Lender commences a foreclosure on the Property or as the law otherwise provides, and this assignment will remain effective during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding and Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due and to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a

condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

- 13. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

- 14. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

- 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

- 18. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of appraisal, marshalling of liens and assets, and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.
- 25. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) Gerald W. Jones (Date) 9/27/04 (Signature) Rachelle L. Jones (Date) 9/27/04

ACKNOWLEDGMENT:

STATE OF Ohio, COUNTY OF Lorain) ss.
(Individual) This instrument was acknowledged before me this _____ day of _____
by Gerald W. & Rachelle L. Jones
My commission expires: 6/25/2006
(Seal) _____ (Notary Public)

This instrument was prepared by _____
CommStar Credit Union

ROSEMARY WISE
Notary Public, State of Ohio
My Commission Expires June 26, 2006

LCTC

COMMSTAR CREDIT UNION

031956

UNOFFICIAL

JUDITH A. LORAN
LOAN OFFICE
RECEIVED

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RECEIVED FOR RECORD

44⁵
for